zettagrid

Standard Form of Agreement

Service Description (vCloud Availability)

Revised 06-Nov-2020

1 The Agreement

1.1 The Parties

1.1.1 Zettagrid and the Customer (being an entity subscribing to Zettagrid for cloud services) agree that by accessing Zettagrid cloud services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement. Where we reference "you" this may also refer to your IT contractor or outsourcer.

1.2 What is a Service Description?

1.2.1 The Zettagrid Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

a) General Terms and Conditions

b) Service Descriptions

c) Website Pricing Schedule or Executed Zettagrid Proposal

2 Service Description

2.1 What is vCloud Availability?

2.1.1 Zettagrid vCloud Availability (vCAV) is an infrastructure solution that provides real time replication between your on-premise virtualised environment and Zettagrid. vCloud Availability forms part of your disaster recovery and business continuity plan and enables you to keep part or all of your virtual environment synchronised in Zettagrid

and allows real time failover and failback of an environment with low recovery point objectives (RPO).

2.1.2   vCloud Availability requires a virtual appliance to be installed within your environment with access to the hypervisor. This appliance allows the capture of IO as it is being written to disk and replicates it to the Zettagrid Disaster Recovery (DR) site without any loss of performance in the production site.

2.2   **vCloud Availability Interzone**

2.2.1   Not yet released.

2.3   **Journal Retention**

2.3.1   vCloud Availability subscriptions include a maximum total of 24 snapshots that can be configured based upon a day, week, month or year retention. This allows customers to restore a protected VM to any point during the snapshot retention period.

2.4   **RPO Alerting**

RPO alerts need to be monitored on your local VMware vCenter. Zettagrid does not issue email alerts for this service.

2.5   **Disaster Events**

2.5.1   When a disaster occurs, you can failover to Zettagrid. Please ensure that your DR plan has considered your organisation's possible DR scenarios. In many scenarios where your primary (office) site has been lost you will need to consider how your Zettagrid vCloud Availability environment can be utilised by your organisation. Communications and firewall change processes may need to be developed in your DR plan to allow access into Zettagrid.

2.5.2   To trigger the failover to Zettagrid this can be triggered from the internet by accessing your vCloud Director portal which will remain live regardless of the accessibility of your primary site.

2.5.3   When you failover your replicated environment to Zettagrid, you will be charged for the full resource usage (CPU, RAM, Storage) for the full duration of the failover in addition to the monthly Per VM vCloud Availability fee.

2.5.4   Unless you purchase professional services, Zettagrid responsibilities during a Live Failover are limited to powering up VMs in a Zettagrid VDC and assisting you to connect your VM/VDC to the correct network. Network and other configuration is a chargeable professional service.

2.6   **Responsibilities**

vCloud Availability is not designed to replace a full DR plan. You are expected to develop and provide your own DR plan. Zettagrid will utilise this plan to scope the implementation of vCloud Availability.

We recommend that the vCloud Availability solution is implemented and maintained by trained technical staff. Where you do not have technical staff Zettagrid can recommend a certified IT integrator to manage this on your behalf. The table below describes the basic lines of responsibility.

Activity	Responsible Party
Provide DR Plan	You
Test Failover / Failback	You*
Monitor RPOs/RTOs	You*
Supply DR Environment	Zettagrid
Implement DR Failover	You*
Application Upgrades	You*

* Zettagrid can provide Zettagrid Professional Services to deliver these activities as a chargeable managed service or on an ad-hoc basis.

2.7   **Onboarding**

Our free onboarding services are limited to establishing the first successful VM replication for your vCloud Availability subscription. Any additional onboarding services will be charged at $150/hr ex gst.

2.8 Test Failovers

2.8.1 vCloud Availability provides you with the facility to test your infrastructure recovery plans entirely in an isolated environment. We recommend you take advantage of this feature and regularly test your plan.

2.8.2 Each vCloud Availability service will be allocated 24 hours of free failover testing every 90 days commencing from the completion of your first successful replication. Free testing does not roll over to the next period if unused. Additional failover testing is charged on an actual consumption basis for RAM and CPU at normal VDC rates.

2.8.3 By initiating a Test Failover from vCloud Director, vCloud Availability creates a "temporary" Virtual Data Centre, so you can Test your VMs in this isolated environment according to your DR plans. When testing is complete your "temporary" VDC is removed.

2.8.4 After a Test Failover vCloud Availability provides the recovery time (time taken from initiating the TEST failover to presentation of your VM in the temporary VDC); enabling you to establish if you can meet your Recovery Time Objective (RTO) established in your BC and DR plans.

2.8.5 A TEST Failover may affect the performance of your vCloud Availability replication of VMs.

2.8.6 Zettagrid reserves the right to halt a Test Failover test should you:

a)   Exceed the agreed frequency or duration;

b)   Misuse the service

2.8.7 Unless you purchase professional services, Zettagrid responsibilities during a Test Failover are limited to powering up VMs in a Zettagrid VDC and assisting you to connect your VM/VDC to the correct network. Network and other configuration is a chargeable professional service.

2.9 Application Upgrades

2.9.1 The software on the vCloud Availability appliance which resides at your location is upgraded every three to six months. The process for the application upgrade will be demonstrated during your on-boarding activities. You will be required to perform this upgrade at your cost. The upgrade process is unobtrusive to production and takes on average 30 minutes.

2.9.2 Zettagrid will provide 30 days' notice for the implementation of an upgrade in our environment.

2.9.3 You will be required to maintain the software version of the appliance in your environment within two (2) dot releases of the Zettagrid version for your continued vCloud Availability operation.

2.10 Data Corruption

2.10.1 Zettagrid vCloud Availability takes an exact copy of your virtual machine. Where the source of the virtual machine (server or desktop) copy is corrupted or misconfigured, this will be the virtual machine that is restored. You remain solely responsible for the appropriate version and configuration of your virtual machine/s.

2.11 Data Retention Upon Cancellation

2.11.1 Upon cancellation of the service, the vCloud Availability virtual environment will no longer available. The data will be destroyed within 30 days.

2.12 Contract Term

2.12.1 vCloud Availability services have a minimum contract term of 1 month.

2.13 Billing

2.13.1 Your service will be automatically renewed on an ongoing monthly basis.

2.13.2 The billing frequency may be monthly, quarterly or annual.

2.13.3 All Services are paid in advance with the exception of retention which is charged and paid in arrears. Adjustments (upgrades, downgrades, additions, and removals) to your service are billed in arrears.

2.14 Payment

Payment for the Service is required in advance and / or arrears as per the product or feature terms. You may choose to pay for any advance payment Service monthly, quarterly or yearly.

2.15 Service Level Target

99.99%

2.16   Service Level Rebates

We provide no guarantees of availability of this service however this service is eligible for service rebates as per the General Terms and Conditions

Service Disruption	Service Rebate
Less than 43 minutes unavailable per calendar month.	No Rebate Available
More than 43 minutes but less than 360 minutes during a calendar month.	10% of the Monthly Service Charge
More than 360 minutes but less than 960 minutes during a calendar month.	25% of the Monthly Service Charge
More than 960 in a calendar month.	50% of the Monthly Service Charge

These rebates apply to vCloud Availability services only. For example, Ethernet services have separate service levels.